

IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

CIVIL WRIT No. 2075 of 1995

IQBAL
V/S
MUNICIPAL BOARD MOUNT ABU & ORS

Mr. RANJEET JOSHI, for the appellant / petitioner

Mr. KANTILAL JASMATIYA, for the respondent

Date of Order : 13.4.2007

HON'BLE SHRI N P GUPTA, J.

ORDER

This petition has been filed by the petitioner, seeking a direction against the respondents, to refund the deposited $\frac{1}{4}$ amount, and to quash Annex.6.

The facts, in which the writ arises are, that tenders were invited for grant of contract, for a period of 11 months, vide Annex.1, for allowing photography at the places mentioned in Annex.1, on the conditions mentioned in Annex.1. It may be mentioned here, that Annex.1 does not mention as to from what date, the period of 11 months was to commence and on what date, the period of 11 months will expire. Accordingly, the petitioner gave his bid, and being found to be highest, he was asked to deposit Rs.2,28,000/-, which he accordingly deposited vide Ex.2, and another sum of Rs.25,000/- vide Ex.3, dated 22.10.94. Then on 25.10.94, the petitioner addressed communication Annex.4, pointing

out that on 21.10.94 bid was finalised, he has deposited $\frac{1}{4}$ amount immediately, and he is prepared to deposit the remaining $\frac{3}{4}$ amount, and the needful be done at the earliest, so that he may start his work. Then on 18.1.95 a notice was also got served under Section 271 of the Municipalities Act, pointing out that from Christmas season, the petitioner has best time to reap returns, and that the matter was required to be finalised within 15 days, but nothing has been done. Therefore, it was informed, that the petitioner is now no more interested in taking the contract, and withdraws his bid, and asked to refund the amount alongwith interest @ 18%. Despite this notice, nothing was done. Then at belated stage, i.e. on 27.6.95, Annex.6 was sent to the petitioner, informing that the government has accepted to grant contract, intimation whereof was sent to the petitioner on 17.6.95, but intimation was not received, therefore, the petitioner was called upon to deposit remaining $\frac{3}{4}$ amount within seven days, else his $\frac{1}{4}$ amount shall be forfeited, this has been produced as Annex.6.

A reply to the writ petition has been filed, and rejoinder has also been filed.

However, during course of arguments, learned counsel for the Municipality agreed, that the Municipality shall even now grant contract for a period of 11 months,

pursuant to Annex.1, and the petitioner may be directed to deposit the remaining $\frac{3}{4}$ amount.

Accordingly, the writ petition is partly allowed, in the manner, that the Municipality shall grant a contract for 11 months to the petitioner, in accordance with Annex.1. This period of 11 months shall commence from the date, following the date on which, the contract, if any in force, having been granted by the Municipality to any other contractor comes to an end, in which event, the petitioner shall deposit the remaining $\frac{3}{4}$ amount within 15 days from the commencement of the petitioner's contract, and in case no other contract is in force, the petitioner may approach the respondent Municipality, with certified copy of this order, and within 15 days thereof, the Municipality shall grant contract to the petitioner for a period of 11 months, and the petitioner shall deposit $\frac{3}{4}$ amount within 15 days from the grant of contract. It is clarified, that in case the petitioner fails to pay the $\frac{3}{4}$ amount within aforesaid 15 days, the writ petition will automatically stand dismissed. The parties shall bear their own costs.

(N P GUPTA), J.

/Sushil/